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AGREEMENT

by and between the
VILLAGE OF MEDINA

and the

**CSEA Local 1000 AFSCME
AFL CIO**



Village of Medina Union
Employees Local 1000

January 1, 1999 to June 30, 2003



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AGREEMENT

This Agreement entered into by the Village of Medina, New York, hereinafter referred to as the Employer, and the Civil Service Employees Association, Inc., CSEA, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours, and other conditions of employment for the term of this Agreement for employees of the Employer as described and established in the Certificate of Order of PERB dated October 25, 1969, and pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union unchallenged representation status in the above described bargaining unit until the 31st day of May, 2004. Supervisory, seasonal and part time employees are excluded from representation by the Union.

ARTICLE II

MANAGEMENT RIGHTS:

The Union recognizes that all of the functions, rights, powers, responsibilities, and authority of the Employer in regards to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted, or modified by this Agreement are, and shall remain exclusively those of the Employer.

Not by way of limitation of the foregoing clause, the Employer retains the rights, and responsibility, subject always to the terms of this Agreement and the Grievance Procedure, to (1) hire, discharge, transfer, suspend and discipline Employees; (2) to

ARTICLE II

MANAGEMENT RIGHTS: (continued)

determine the number of men required to be employed, laid off, or discharged; (3) to determine the qualifications of Employees; (4) to determine the starting and quitting time and the number of reasonable hours to be worked by its Employees; (5) make any and all reasonable rules and regulations; (6) to determine the work assignments of its Employees; (7) determine the basis for selection, retention and promotion of Employees to or for occupation not within the bargaining unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to take technological alterations by revising either processes or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) establish, expand, transfer, and/or consolidate work processes and facilities; (12) transfer or sub-contract work; (13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or responsibility of such property, facilities, processes or work; (14) terminate or eliminate all or any part of its work or facilities.

The Union agrees, in recognition of Management's Rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

The Union will print the contract at no cost to the Employer and will supply the Employer with whatever quantity is needed.

ARTICLE III

ACCESS TO PREMISES:

The Employer agrees to permit representatives of the Civil Service Employees Association, Inc., CSEA, to enter the premises at all reasonable times, upon notification to the Superintendent or his designee as may be necessary to observe the working conditions existing in the operation of the Employer in connection with the performance of this contract, provided said inspection does not interfere with the operation of the Employer, or with any of the work of Employees who may be assigned to duty at the time. A letter indicating names and titles of Representatives who may desire access must be furnished by the Union to the Employer.

ARTICLE IV

AID TO OTHER UNIONS:

The Employer agrees there will be no aid, promotion, or financing of any labor group or organization which purports to engage in collective bargaining on the part of the Employer or those designated as his representatives or subordinate staff for any purpose, and the payroll deduction of dues for any such other organization shall not be permitted.

ARTICLE V

NOTIFICATION OF NEW EMPLOYEES:

The Employer agrees to submit to the Union each six (6) months, a list of new employees hired, their job classification, home addresses and whether their employment is on a permanent, provisional, seasonal or temporary basis.

ARTICLE VI

CHECKOFF OF UNION DUES:

(a) All Employees covered by this Agreement shall tender their membership dues to the Union by signing the authorization for Payroll Deduction of Union Dues Form provided by the Union.

(b) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms

ARTICLE VI

CHECKOFF OF UNION DUES: (continued)

and conditions of the form of Authorization for Payroll Deduction of Union Dues Form provided by the Union from the pay of all employees who have executed such authorization for the payroll deduction of Union dues and any additional deduction for any program made available through the Union.

(c) Payroll deduction of Union dues under the properly executed authorization for Payroll Deduction of Union Dues Forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the Employee.

(d) The aggregate total of all such deductions shall be remitted each month to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 with a list from whom dues have been deducted on or before the tenth (10th) of every such month.

(e) AGENCY SHOP

The Civil Service Employees Association, Inc., having been certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits order of judgments brought or issued against the Town as a result of the action taken by the Employer under the provisions of this section.

ARTICLE VII

STEWARD AND GRIEVANCE COMMITTEE:

(a) Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other Union officers and representatives who may represent employees shall be certified, in writing, to the Employer by the Local Union, and the individuals so specified shall constitute the Union Grievance Committee.

(b) Grievance Committee meetings with the Employer on first step grievances shall be held during working hours, on the Employer's premises and without loss of time or pay.

(c) There shall be at least one (1) steward and one (1) alternate steward. This shall not be construed to limit the Union's right to select the number of stewards required to represent properly the employees in the bargaining unit.

ARTICLE VIII

SPECIAL CONFERENCES:

(a) Special conferences for important matters will be arranged between the Unit President and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Employer, at least one (1) of whom shall be a member of the Village Board of Trustees, and two (2) representatives of the Union. Arrangements for such special conferences shall be made at least one (1) day in advance and an agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be held at reasonable hours as agreed upon by the Employer and Union

Representatives. The members of the Union shall not lose time or pay for time spent in such special conferences if held during normal working hours. This meeting may be attended by a field representative of the Civil Service Employees Association.

ARTICLE VIII

SPECIAL CONFERENCES (continued)

(b) The Union Representatives may meet at a place designated by the Employer on the Employer's property immediately preceding a conference to confer with Union Representatives.

ARTICLE IX

SETTLEMENT OF DISPUTES:

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: The Union Steward or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) work days of its occurrence; if at any time the steward or other authorized representative of the Union is unaware of the grievance, he shall take it up within five (5) days of his knowledge of its occurrence, in any case the grievance shall be initiated within thirty (30) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within ten (10) work days.

STEP 2: If the grievance still remains unadjusted, it shall be presented by the Union President and/or his authorized representative to the Village Grievance Committee, in writing, within five (5) work days after the response of the Department Head is due. The Village Grievance Committee shall schedule a meeting within ten (10) work days after receipt of the grievance with the Union Grievance Committee. The Village Grievance Committee shall within five (5) work days of such meeting, set forth an answer in writing to the local Union President, with copies of each to the Union Grievance Committee.

ARTICLE IX

SETTLEMENT OF DISPUTES: (continued)

STEP 3: If the grievance is still unsettled, either party may within fifteen (15) days after the reply of the Village Grievance Committee is due, by written notice to the other, request arbitration.

Section 2: Arbitration Procedure -

(a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.

(b) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

(c) No Arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

(d) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. The expense of the arbitration proceedings shall be shared equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 3: Matter Relevant to Grievance Procedure -

(a) The time limits in the grievance procedure may be extended by

ARTICLE IX

SETTLEMENT OF DISPUTES: (continued)

mutual agreement in writing unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

(b) Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

(c) In any case of a group, policy or organization type grievance, the grievance may be submitted directly to the Department Head's office by the Union representative.

ARTICLE X

STRIKES AND LOCKOUTS:

Section 1: Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 2: Strikes

It is recognized that the need for continued and uninterrupted operation of the Village departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

ARTICLE XI

WORK RULES:

- (a) The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and management of the affairs of the Employer.
- (b) Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
- (c) An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE XII

Section 1: Discharge and Discipline -

- (a) The Employer agrees promptly upon the discharge or discipline of any Employee to notify in writing the Steward in the Department of the discharge or discipline.
- (b) The discharged or disciplined Employee will be allowed to discuss his discharge or discipline with the Steward of the Department and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated Representative will discuss the discharge or discipline with the Employee and the Steward.
- (c) Should the discharged or disciplined Employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure.

ARTICLE XII

Section 1: Discharge and Discipline - (continued)

(d) In imposing discipline on a current charge other than charges of drinking and accidents caused through the operation of the Employer's vehicle, the Employer will not take into consideration any prior infractions which occurred more than one (1) year previously.

(e) Grounds for discharge shall include, but not be limited to drunkenness on the job, dishonesty, careless use or abuse of Village property, insubordination, negligence in the performance of duties.

(f) No employee can be suspended without pay or discharged from service, pending the outcome of the Grievance and Arbitration Procedure for more than 60 calendar days.

Section 2: Disputes as to Discipline and Discharge -

When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an Employee, the action may be processed by the Union as a grievance matter at the 3rd Step of the Grievance Procedure within ten (10) work days of receipt of such notification and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

Section 3: Reinstatement -

If, in any case where an Employee has been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unjust or that the penalty was too severe, then the employee shall be reinstated and afforded all conditions of employment as may be determined by the arbitrator.

ARTICLE XIII

SENIORITY:

Section 1: Probationary Employees -

(a) All new employees hired shall be considered as probationary employees for the first one hundred eighty (180) days of their employment. When an employee completes the probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent Probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except as set forth in paragraph (c) below.

(c) Probationary Employees may be dismissed at any time, prior to their accumulating one hundred eighty (180) days worked. If the Superintendent has not discharged a probationary employee prior to his accumulating one hundred eighty (180) days worked, the employee will be considered permanent.

Section 2: Seniority -

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) Seniority shall be determined within the bargaining unit in accordance with the employee's last date of hire.

(c) The Seniority List on the date of this Agreement will show the name, job classification, and date of hire of each employee entitled to seniority.

(d) The Employer will keep the seniority list up to date at all times and will provide the Local Union Secretary with up-to-date copies when requested.

(e) A current Seniority list will be posted on the Union Bulletin Board. If the list is not challenged within three (3) working days of posting, said list will be considered accurate and final.

ARTICLE XIII

SENIORITY: (continued)

(f) Personnel in the following five (5) job classifications may, in the event of a lay off be continued at work regardless of their position on the Seniority list; Cemetery Foreman, Motor Mechanic, Sewage Plant Operators, and Water Meter Reader and Repairman.

Section 3: Loss of Seniority -

In all cases when an Employee's Seniority has been lost, written notice shall be sent by the Employer to the Employee's last known address. The Union shall also be notified.

An employee shall lose his seniority for the following reasons:

- (a) He quits.
- (b) He is discharged and discharge is not reversed.
- (c) He is absent for two (2) consecutive days without notifying the employer, unless unforeseen circumstances prevent this. After such absence, the Employer will send written notification to the Employee at his last known address that he has lost his seniority and his employment has been terminated.
- (d) If he does not return to work when recalled from lay off as set forth in the recall procedure.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) He retires.
- (g) He accepts work while on leave of absence.
- (h) If he overstays a leave of absence without the Employer's permission.
- (i) If he gives a false reason for obtaining leave of absence.
- (j) The employee shall have access to the grievance procedure under the enforcement of this provision.

ARTICLE XIII

SENIORITY: (continued)

Section 4: Lay Off -

(a) The word "lay-off" means a reduction in the working force due to a decrease of work.

(b) When such action takes place it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority. Employees in the following group (M.E.O., Heavy: MEO, Light: Laborer) will be laid off according to total department seniority. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for a special conference and if not resolved, it shall then be subject to the Grievance Procedure.

(c) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee when he bumps.

Section 5: Seniority of Steward, President, Vice President -

Notwithstanding his position on the Seniority List, the Steward, President and Vice President shall in the event of a layoff of any type, be continued at work as long as there is a job within the unit which he is capable of performing, and shall be recalled to work in the event of a layoff, on a first open job within the unit which he is capable of performing.

Section 6: Demotion -

(a) The term demotion, as used in this provision means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in

ARTICLE XIII

SENIORITY: (continued)

the same job classification or in another job classification.

(b) Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff.

(c) No demotion shall be made for disciplinary reasons.

ARTICLE XIV

SHIFT PREFERENCE:

Shift preference will be granted on the basis of seniority. The transfer to the desired shift will be effective within two (2) weeks following the end of the current pay period within which the written request was made.

ARTICLE XV

PROMOTION:

(a) Promotion to a higher job classification shall be according to seniority and ability. Should occasion arise wherein the Employer should seek to promote a qualified employee who has less seniority than some other qualified employee, the matter shall be referred to the representative of the Union and the Employer, to be settled as a grievance under Article IX on Grievance Procedures. It shall be the policy of the Employer to promote to supervisory positions in so far as possible from the ranks of Employees.

Employees promoted pursuant to this Article shall serve a probationary period as determined by the Orleans County Civil Service Rules and Regulations.

(b) Employees required to work in a higher classification for four (4) or more hours in a working day, shall be paid the rate of the higher classification for all work performed that day. Employees so assigned shall not be rotated to avoid payment of a higher classification rate. This provision shall not apply during a reasonable training period.

ARTICLE XVI

RECALL PROCEDURE:

When the working force is increased after a layoff, Employees will be recalled according to seniority, as defined in Article XIII. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five (5) calendar days from the date of mailing of notice of recall, he shall be considered a quit, thereby losing all seniority and recall rights. Recall rights shall be in accord with the New York Civil Service Law. Written notice of expiration of recall rights shall be sent to the Employee at his last known address by registered or certified mail.

The Union shall likewise be notified.

ARTICLE XVII

FILLING OF VACANCIES:

(a) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of five (5) work days.

(b) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor.

(c) The Employer shall fill such job openings or vacancies from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority.

ARTICLE XVII

FILLING OF VACANCIES (continued)

(d) A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all bulletin boards within fourteen (14) days from bid closing and be posted for a period of at least five (5) work days.

(e) Any employee selected in accordance with the procedure set forth above shall undergo a training period of a minimum of thirty (30) days, which may be lengthened by mutual agreement between the Union and the Employer, if it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

(f) The Union shall be notified by the Employer in writing immediately upon any job vacancies occurring by reason of resignation, retirement, or "just cause" discharge. The Employer also shall notify the Union of all new hires, their names and job titles, within fifteen (15) days of their hiring.

ARTICLE XVIII

REINSTATEMENT OF VETERANS LAW:

The re-employment rights of employees and probationary employees who become members of the active armed services will be governed by applicable laws and regulations.

A probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces.

ARTICLE XIX

LEAVE OF ABSENCE:

(a) Employees who are in any branch of the Armed Forces Reserve and/or National Guard will be paid a maximum of twenty (20) working

ARTICLE XIX

LEAVE OF ABSENCE (continued)

days' pay when they are engaged in normal Reserve Training periods, provided that proof of service is submitted. If required to serve more than twenty (20) working days, the first two weeks will be paid at the employee's normal rate of pay and the second two weeks will be at the difference between the employee's normal rate of pay and their military pay. Any additional time required will be granted with loss of pay or the employee shall be allowed to use vacation time.

(b) Leave of absence for reasonable periods as defined below may be granted without loss of Seniority for:

1. Illness (Physical or mental); one (1) year.
2. Prolonged illness in immediate family (spouse, children, step-children or wards): one (1) year.
3. Service in any elected position of the Union: One (1) year. Such leave may be extended for like causes with approval of the Village Board of Trustees.

(c) Eligibility Requirements - Employees shall be eligible for leave of absence after twelve (12) months service with the Employer.

(d) Application for Leave - Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the appropriate length of time off the employee desires.

(e) Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

(f) Any request for a leave of absence shall be answered promptly. Requests for immediate leaves because of special urgency shall be answered before the end of the shift on which the request is submitted.

ARTICLE XIX

LEAVE OF ABSENCE (continued)

(g) A request for a short leave of absence, not exceeding one (1) month, shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

(h) In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave was requested.

Section 2: Jury Duty -

An employee who serves on Jury Duty shall be paid his or her regular pay. No payment will be made by the Village if the employee volunteers for Jury Duty.

Section 3: Unpaid Leaves -

(a) Reasonable purpose - Leaves of absence without pay and not to exceed six (6) months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period.

(b) Union Business - Employees elected to any Union office or selected by the union to do work which takes them from their employment with the Employer shall at the written request, of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon request of the Union.

(c) Employment Opportunities - Employees shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met; or where an employee is offered a job on a permanent transfer, as long as said employment is with any agency of the Employer.

ARTICLE XIX

LEAVE OF ABSENCE (continued)

Section 4: Sick Leave -

Sick Leave with regular pay shall be granted to all full time probationary and permanent employees and shall accrue at the rate of one and one-quarter (1 1/4) days per month to a maximum of two hundred and twenty-five days (225).

No more than two hundred and twenty-five (225) working days fully paid compensation will be paid to an Employee in any fiscal year. Employees who have reached the cap of two hundred twenty-five (225) days may annually "sell back" to the Village up to four (4) days per year.

The Employer agrees to pay to each Employee, if eligible, a bonus for unused sick leave days during the fiscal year at the following rate:

Employees who use four (4) days or less shall receive a one (1) day salary bonus, three days or less, a two day salary bonus, two days or less, a three day salary bonus, one day or less a four day salary bonus. An employee who does not use any sick leave during the fiscal year shall receive a five day salary bonus, payable after May 31st and payment will be made at the employee's rate of pay for the immediate prior fiscal year.

Each Employee shall be granted five (5) hours in total for each year of this contract in order to visit doctors or dentists without a loss in pay for such time used. The Department Head may at his discretion request verification of visit.

Personal Leave Each employee covered by the contract will be allowed, after one year of service, four (4) personal leave days per year, to be used at the employee's discretion. The leave may not be less than two (2) hours. Twenty-four (24) hours advance notice must be given.

ARTICLE XIX (continued)

Section 5: Absence Due to Injury and Workmen's Compensation -

(a) The Employer shall provide coverage for all employees covered by this Agreement under the Workmen's Compensation Law of New York State Employer's Law.

(b) Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receive Workmen's Compensation benefits, shall receive a supplemental sum equal to the difference between the employees' regular straight time daily or weekly rate of pay and their compensation benefits, but such supplemental sum shall not be deducted from sick leave credits or accrued vacation leave.

Section 6: Funeral Leave

An employee who has a death in the immediate family (parent, grandparents, spouse's grandparents, spouse, brother, sister, child, grandchild, spouse's parents, brother and sister-in-laws, daughter and son-in-laws), shall be granted bereavement pay of three (3) consecutive regularly scheduled work days off at straight time pay. An employee whose regular schedule includes Saturday and Sunday shall be granted one (1) additional day, if needed, to attend the funeral if such funeral is scheduled for Monday. If the death occurs prior to the Employee's shift, that day will be counted. If the death occurs after the employee reports to work, that day will not be counted as one of the three (3) days. Should the death occur during an employee's vacation, the three (3) vacation days will be rescheduled.

An employee may elect to save one (1) of their bereavement pay days for up to nine (9) months, to be used for the attendance at a funeral or memorial service or for legal matters involving the death of a member of the immediate family.

The employee's decision to save a bereavement pay day must be made within forty-eight (48) hours of the death of the member of the employee's immediate family. The notification must be made known to the employee's immediate supervisor.

ARTICLE XX

REST PERIODS

Employees shall have a fifteen (15) minute "rest period" in the A.M. and also a fifteen (15) minute "rest period" in the P.M. or the first half and the second half of their regular shift, whichever may apply.

ARTICLE XXI

GENERAL PROVISIONS:

Section 1: Pledge Against Discrimination and Coercion -

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, or political affiliation. The Employer and the Union agree not to discriminate against employees on account of association membership or non-membership or lawful association activity. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

(b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include female employees.

(c) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there may be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of any lawful employee activity in any official capacity on behalf of the Union, or for any other cause.

(d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE XXII

JOINT SAFETY COMMITTEE:

The Employer and the Union agree jointly to establish a Safety Committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This committee will advise management of all safety activities. The Joint Safety Committee shall:

- (a) Make immediate and detailed investigations of each accident to determine fundamental causes;
- (b) develop data to indicate accident sources and injury rates;
- (c) make inspections to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;
- (d) promote safety for workers, and participate in making the safety program known to all workers;
- (e) conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

ARTICLE XXIII

FULL WORK CREWS:

SNOW REMOVAL - Snow plows and Sno-go's shall be operated with no less than one (1) operator and one (1) assistant.

ARTICLE XXIV

DISABLED EMPLOYEES:

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

ARTICLE XXV

PERSONNEL PRACTICES:

A membership application and payroll deduction authorization form provided by the Union shall be given to each new employee as they are hired by the Employer.

ARTICLE XXVI

SUPERVISORY EMPLOYEES:

Foremen and other supervisory employees not in the bargaining unit shall not engage in work properly belonging or assigned to other employees in the bargaining unit, except in cases where an emergency exists and no qualified person is available.

ARTICLE XXVII

CLEAN UP TIME:

Employees shall be granted a five (5) minute personal clean up period prior to the end of each work shift.

ARTICLE XXVIII

WORK REPORTS:

In the event of a transportation breakdown, acts of God, strikes and similar occurrences, an employee's failure to report for work will be excused.

ARTICLE XXIX

SAVINGS CLAUSE:

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof. The Employer should be allowed a reasonable time to prepare for negotiations on any clause which may be voided by the courts.

ARTICLE XXX

EMBODIMENT OF AGREEMENT:

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals

ARTICLE XXX

EMBODIMENT OF AGREEMENT (continued)

on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Employer and the Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE XXXI

STATUTORY PROVISION:

It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXII

HOLIDAYS:

(a) The following days shall be holidays for which an Employee regularly scheduled to work on that day shall receive time off and pay at his then current rate and hours. All Employees shall forfeit the right to receive a paid holiday unless they work their regularly scheduled work day immediately preceding same and subsequent to same except if their absence therefrom is on account of an entitled vacation, sick leave, or death in the immediate family as herein defined:

- | | | |
|-------------------|-------------------------|--------------------------------------|
| 1. New Year's Day | 5. Labor Day | 9. Thanksgiving Day |
| 2. July Fourth | 6. Veteran's Day | 10. Friday after
Thanksgiving Day |
| 3. Columbus Day | 7. Memorial Day | 11. Christmas |
| 4. Good Friday | 8. President's Birthday | |

(b) In addition to the stated holidays, Village Employees may be granted other paid holidays when offices are closed due to the requirements of State Statutes or Proclamation by the Governor or the President of the United States.

ARTICLE XXXII

HOLIDAYS: (continued)

(c) Holiday Pay - Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

(d) Employees who work on a holiday shall receive their regular compensation for the hours worked plus time and one half providing the hours worked or paid for during that Holiday week equals forty (40) hours or more.

ARTICLE XXXIII

PAY ADVANCE:

(a) If a regular pay day falls during an Employee's vacation, he must make a request for his check at least one (1) week before leaving, to receive that check in advance.

(b) Rate during Vacation - Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

(c) It is agreed that in the event an Employee's services are terminated, all vacation and holiday pay due him at the time of termination will be included in the Employee's final paycheck.

ARTICLE XXXIV

VACATIONS:

Section 1: Choice of Vacation Period -

(a) Vacation may be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period.

ARTICLE XXXIV

VACATIONS (continued)

(b) Vacation periods shall be taken each year. Employees who do not request a vacation period prior to the end of the ninth (9th) month following the year in which the vacation was earned shall be scheduled for a vacation by the Employer. The vacation shall be scheduled within the three (3) months remaining in the year.

Section 2: Holiday During Vacation Periods -

If the holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

Section 3: Vacation Rights in Case of Layoff or Separation -

(a) Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

(b) In case of the death of such an employee, such payment shall be made to his estate.

Section 4: Vacation -

A vacation of ten (10) working days shall be earned by an employee after the first twelve (12) months of service. An additional five (5) working days of vacation shall be earned upon completion of five (5) years of service for a total of fifteen (15) working days of vacation. An additional five (5) working days vacation shall be earned upon completion of ten (10) years of service for a total of twenty (20) working days vacation. One (1) additional day per year of vacation shall be earned upon completion of twenty (20) years service for a maximum of twenty five (25) days. No employee may take a vacation of more than ten (10) consecutive working days at one time, except that longer earned vacation may be approved by the Superintendent of Public Works.

ARTICLE XXXIV

VACATIONS (continued)

Vacation schedules shall be determined by the Superintendent in accordance with Departmental requirements. Vacations shall be taken during the fiscal year earned unless other arrangements are approved by the Superintendent.

ARTICLE XXXV

UNION BULLETIN BOARD:

The Employer will provide bulletin boards in the Department of Public Works Building, which may be used by the Union for posting notices.

A copy shall be furnished upon posting to the Village Clerk.

There shall be nothing of a defamatory or offensive nature posted.

ARTICLE XXXVI

TEMPORARY ASSIGNMENTS:

Temporary assignments to a higher classification involving higher pay for the purpose of filling vacancies of Employees who are on vacation, absent because of illness, etc., must be granted to the senior employee in the Department who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy if they fill such vacancy for four (4) hours or longer.

ARTICLE XXXVII

Section 1: HOSPITALIZATION AND MEDICAL BENEFITS -

The Employer agrees to continue to provide the program known as A+/B+ Choice Blue I Community Blue I/Advantage, with BR3 Extended Medical Care, B13 Nursing Home/SNF, B14 Mental Health, B41 Inpatient Alcohol and Drug Rehab, Out of Network \$100 deductible and \$1.00 Drug Copay with contraceptives in network, out of network \$3.00 with contraceptives.

ARTICLE XXXVII

Section 1: HOSPITALIZATION AND MEDICAL BENEFITS (continued)

The hospitalization and medical provisions of this agreement shall be available for all employees covered by this agreement who have completed thirty (30) days of employment with the Employer.

Section 1(b): Dental and Vision - Dental coverage will be provided through the CSEA Employee Benefit Fund Horizon Dental Program (Composite).

Vision Coverage will be provided through the Blue Cross Blue Shield of WNY Vision program.

The Dental and Vision provisions of this agreement shall be available for all employees covered by this agreement who have completed thirty (30) days of employment with the Employer.

Section 1(c): - Employees who receive hospitalization and medical coverage, dental coverage and/or vision coverage through the Village will pay 8%, effective June 1, 1999, of the cost of whatever coverage they receive. However, the cap of \$47.00 per month for family coverage and \$23.50 per month for single coverage shall apply to the total premiums for medical, dental and vision coverage for the life of this agreement. *10.85/wk
5.42/wk*

Section 2: TERMINATION OF HEALTH CARE BENEFITS -

Voluntarily retiring Employees are permitted to remain in the group plan at their own expense and those that have unused sick leave, to the maximum of 225 days, may request the sick leave be converted to health insurance upon retirement. The dollar value of the unused sick leave so converted shall be at the rate of 1/260th of the annual rate of pay excluding over-time at the time of retirement. This option may become automatic or postponed with 90 days written notice to the Village Clerk. If postponed, the credit balance will be carried until such time as the retired Employee elects to start, or the Employee expires, with the written notice given to the Village Clerk 90 days before the coverage is to commence.

ARTICLE XXVII

Section 2: TERMINATION OF HEALTH CARE BENEFITS (continued)

For employees who retire after fifteen (15) years of service, the Employer will pay the cost of single health insurance coverage for the employee and accumulated sick leave will be used for payment of the dependent(s) coverage. Upon the death of the employee, spouse/dependent(s) may continue to receive health care coverage so long as there are sick leave credits available.

Section 3: Health Insurance Buy Out - (continued)

If an Employee elects not to participate in the Health Care Coverage Plan provided by the Village (due to duplicate coverage), the Village will pay:

\$1,500.00 for Family Coverage

\$ 750.00 for Single Coverage

to said employee at the end of the fiscal year, June 1st, or as soon as possible.

Decision has to be made by May 15th of that year that the policy is not needed.

Section 4: Pre Tax Contribution

The Employer agrees to provide, at no cost to the employees,, access to an IRS approved 125 Plan for use, at the employee's option, to process insurance co-payments and other approved expenses on a pretax basis.

ARTICLE XXXVIII

WAGES AND CLASSIFICATIONS:

1) Effective June 1, 1999, each employee's hourly rate in effect on May 31, 1999 shall be increased by three and one-half (3.5%) per cent.

2) Effective June 1, 2000, each employee's hourly rate in effect on May 31, 2000 shall be increased by three and one-half (3.5%) per cent.

ARTICLE XXXVIII

WAGES AND CLASSIFICATIONS: (continued)

- 3) Effective June 1, 2001, each employee's hourly rate in effect on May 31, 2001 shall be increased by three and one-half (3.5%) per cent.
- 4) Effective June 1, 2002, each employee's hourly rate in effect on May 31, 2002 shall be increased by three and one-half (3.5%) per cent.
- 5) Effective June 1, 2003, each employee's hourly rate in effect on May 31, 2003 shall be increased by three and one-half (3.5%) per cent.
- 6) Employees shall be compensated in accordance with the wage schedules attached to this agreement and marked as Appendix A.

ARTICLE XXXIX

OVERTIME AND EQUALIZATION OF OVERTIME HOURS:

- (a) Overtime shall be paid at the rate of time and one half for all hours worked or paid for over forty (40) hours per week.
- (b) Overtime hours shall be divided as equally as possible among Employees in the same classification. An up-to-date list, showing overtime hours charged, will be posted.
- (c) If an Employee is notified to work overtime but does not work because he is not available or because he chooses not to work, he will be charged the average number of overtime hours of the Employees in the classification during the call-out period.
- (d) Any Employee called for duty in addition to his regular working hours shall be guaranteed not less than three (3) hours pay, regardless of the length of time required to accomplish the job for which he was called out.

ARTICLE XXXIX

OVERTIME AND EQUALIZATION OF OVERTIME HOURS: (continued)

(e) An Employee may receive compensatory time off at the rate of time and one half for all hours worked over forty (40) in a week if requested by the employee and approved by the Department Head.

ARTICLE XL

HOURS OF WORK:

(a) The normal work week schedule shall be forty (40) hours, that is five (5) consecutive days of eight (8) hours each.

(b) Consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift; and each work shift shall have a regular starting and quitting time, except as may be otherwise stated within this Agreement.

(c) Regular Work Week - Forty (40) Hours

The regular day shift begins at 7:00 a.m. unless there is a specific work project (ex. blacktopping) that requires an earlier start time. The Superintendent will give as much notice as possible but no later than the end of the previous work shift.

This section will not be used to avoid early call-ins for snow and ice removal to avoid other call outs or overtime.

(d) During winter months when Village employees are called out for snow removal, Village will pick up "tab" for breakfast if called out before four (4:00) a.m. - \$4.50 limit.

(e) Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times.

ARTICLE XLI

LUNCH PERIOD:

All employees covered by this Agreement shall have a lunch period of at least one-half (1/2) hour.

ARTICLE XLII

PAY PERIOD:

The salaries and wages of employees shall be paid on the same day every week, being available during the lunch period. In the event this day is a holiday, the preceding day shall be the pay day, also available during the lunch period. If the pay day falls on their regular day off, such employees shall be paid on the last work day of their regular work week.

ARTICLE XLIII

LONGEVITY SERVICE PAY:

Effective June 1, 1999, longevity payments will be made as follows:

4 to 9 years	\$375.00 dollars
10 to 13 years	\$525.00 dollars
14 to 17 years	\$625.00 dollars
18 years and over,	\$650.00 dollars plus \$25 dollars for each year of service over 18 years.

ARTICLE XLIV

TEMPORARY EMPLOYEES:

When necessary, temporary Employees may be hired for a period not to exceed ninety (90) days.

Temporary Employees shall not be entitled to receive fringe benefits or seniority.

ARTICLE XLV

SEASONAL EMPLOYEES:

Seasonal employment shall be defined as Employees required to assist in Village supported recreational programs and facilities where tenure is for a specific period of time and season. These

ARTICLE XLV

SEASONAL EMPLOYEES: (continued)

employees shall be discharged upon the completion of the seasonal program, and during their terms of employment shall receive no fringe benefits, acquire no seniority, and replace no permanent Employee.

Seasonal Employees shall not be members of the Unit.

ARTICLE XLVI

SAFETY EQUIPMENT:

Safety equipment, including safety glasses (prescription ground if necessary), shall be furnished by the Employer to those Employees whose work requires said safety equipment.

ARTICLE XLVII

RAIN GEAR AND WORK CLOTHING-CLOTHING ALLOWANCE

Each employee will furnish his own work clothes, to include necessary rain gear boots, shoes and any other special clothing needed. The Employer will supply, clean and maintain eleven (11) sets of uniforms for the Sewer Treatment Plant employees and Automotive Mechanic Frank McAdoo. These employees will receive the following clothing allowance for work shoes and jackets:

6/1/1999	-	\$325 per year
6/1/2000	-	\$350 per year
6/1/2001	-	\$375 per year
6/1/2002	-	\$400 per year
6/1/2003	-	\$425 per year

All other employees will be paid a clothing allowance as follows:

6/1/1999	-	\$475 per year
6/1/2000	-	\$500 per year
6/1/2001	-	\$525 per year
6/1/2002	-	\$550 per year
6/1/2003	-	\$575 per year

This will be paid in early June of each year.

ARTICLE XLVII

RAIN GEAR AND WORK CLOTHING-CLOTHING ALLOWANCE (continued)

Employees reporting for work without the necessary clothing to do the assigned job will be sent home without pay. He may return to work when he has the proper equipment.

This section does not apply to part time seasonal help or office staff.

ARTICLE XLVIII

IMMUNIZATION SHOTS:

All immunization shots recommended by the Superintendent for his Employees will be paid for by the Employer.

ARTICLE XLIX

RETIREMENT PLAN:

(a) The Employer shall provide for each Employee coverage under 75(i) of the New York State Career Retirement Plan which provides for one half (1/2) pay after 25 years of service at age 55 at no cost to the Employee, for the term of this Agreement, and life insurance coverage that provides upon death, payment of three (3) times the employee's annual income, not to exceed twenty thousand (\$20,000) at no cost to the Employee, plus the New York State rider known as 41J which provides for the use of up to 165 days of accumulated sick leave as additional credit upon retirement.

For employees hired after July 27, 1996, the comparable benefits of Tier III will be provided. For employees hired after September 1, 1983, the comparable benefit of Tier IV will be provided.

(b) The Employer further agrees that it will send during the month of February of each year a letter or payroll notice to each employee who at that time has six (6) months or more continuous service, and who has not yet become a member of the Plan. This

ARTICLE XLIX

RETIREMENT PLAN: (continued)

letter or notice will advise the Employee of the existence of the Plan, the Employee's eligibility date for enrollment in the Plan, and the fact that the cost of membership under the Plan would be paid by the employer. The Employer will furnish the Union with a list of employees to whom the letter or notice was sent.

(c) **Early Retirement:** At any time that New York State passes legislation enabling municipalities to offer a retirement incentive, the Village Board will consider offering such incentive, if requested in writing by eligible bargaining unit employees.

ARTICLE L

CHALLENGE OF EXAMINATION REPORT:

In the event the report of the Employee's attending or examining physician is challenged by the Employer, or if the Union challenges the report of the Employer's doctor's examination, then the following procedure shall be followed:

(a) The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice at the protesting party's expense.

(b) If the reports of two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.

(c) In the event mutual agreement cannot be reached to equitable and amicable dispose of the dispute, the controversy shall by-pass the Grievance Procedure and instead the affected Employee shall be examined at the equally shared cost of the Employer and the Union, by an appropriate specialist in the area of controversy in a local Medina Hospital for final determination in the matter which shall be binding on all parties.

Signed this 30th day of June 1999.

VILLAGE OF MEDINA

Walter E. Burt
MAYOR

VILLAGE OF MEDINA EMPLOYEES
UNIT, LOCAL 837, CSEA, INC.

Raymond Riches Pres
UNIT PRESIDENT

Carolyn Jones
LABOR RELATIONS SPECIALIST